

1 Kendra Lawson
2 114 West Avalon Avenue
3 Longview, TX 75602
4 Telephone: 215-696-5577
5 Kendral266@gmail.com
6 Plaintiff, in Proper Person
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12 Kendra Lawson,

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16 Plaintiff,

17 Vs.

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20 R3 Education Inc, The Medical University
21 of the Americas, Dr. Ralph Crum,; DOES I through X,
22 inclusive, and ROE Business Entities I through X inclusive,
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25 Defendants,
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Case No. 2:20CV 393
JRG/RSP

Dept No. _____

COMPLAINT

29 Plaintiff, KENDRA LAWSON, in proper person complains against Defendants, R3 EDUCATION INC,
30 THE MEDICAL UNIVERSITY OF THE AMERICAS and DR. RALPH CRUM, as follows: defendants wrongfully
31 dismissed the plaintiff from Medical school with no probable cause or facts.

I. PARTIES

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33 1. Plaintiff, Kendra Lawson, (hereinafter "plaintiff") is an individual who was formerly a student at
34 the Medical University of the Americas from January 2019-January 2020.

35 2. Defendant, R3 Education Inc, (hereinafter "R3 Education") is a corporation organized and
36 existing by virtue of the laws of the State of Massachusetts, and may be served with process by
37 service upon its registered agent, Steven Rodger, 27 Jackson Rd, Suite 300. Devens, MA 01434.

1 3. Defendant, The Medical University of the Americas, (hereinafter "MUA") is an institution owed
2 under the corporation of R3 Education.

3 4. Defendant, Dr. Ralph Crum, (hereinafter "defendant Crum") is currently and was at all relevant
4 times herein, an employee of MUA and therefore R3 Education.

5 5. All acts and/or failures to act alleged herein were duly performed by and/or are attributable to
6 defendants, individually or acting by and through their agents and employees. Said acts and/or
7 failures to act were within the scope of any agency or employment or were ratified by
8 defendants.

9 6. The names and capacities, whether individual, corporate, institution, associate or otherwise, of
10 defendants and/or their alter egos sued herein as DOES I through X and ROE Business Entities I
11 through X, inclusive, are presently unknown, and plaintiff will amend this complaint to insert
12 name(s) when ascertained.

13 II. Facts

14 7. Plaintiff is a former student of the Medical University of the Americas.

15 8. Defendant is the Associate Dean of Basic Sciences office located at The Medical University of the
16 Americas Potworks Estate P.O Box 701 Charlestown, Nevis, West Indies.

17 9. On Tuesday December 10, 2019 plaintiff was sent an email by defendant Crum's administrative
18 assistant Andrew Cumberbatch stating that the dean wanted to meet with the plaintiff.

19 10. Plaintiff and defendant Crum met December 10, 2019. At that meeting Defendant Crum stated
20 that plaintiff had broken the student code of conduct by writing a Google Review about a
21 restaurant.

22 11. At that December 10, 2019 meeting defendant Crum accused plaintiff of stealing from said
23 restaurant without proof or factual evidence. Defendant Crum threatened plaintiff with
24 dismissal and promised to hold a proper disciplinary meeting on a later date.

1 12. Following the December 10, 2019 meeting plaintiff was sent another email from defendant's
2 Director of Administration requesting me to come into the office December 11, 2019 at 9am
3 with a disciplinary action letter attached.

4 13. Plaintiff responded to the email stating that she could not make the meeting sue to an exam
5 scheduled conflicting with the time.

6 14. Plaintiff also replied directly to defendant Crum with a follow up email and also informed the
7 defendant that the plaintiff would not be able to make it to the meeting due to a schedule
8 conflict.

9 15. Defendant Crum responded stating that there would not be another meeting.

10 16. On December 10th, 2019 Plaintiff send an email to Dr. Gordon Green the executive dean of MUA
11 owned by the corporation R3 Education, informing him of the events that took place in
12 defendant Crum's office earlier that day.

13 17. Plaintiff forwarded all emails to send from defendant and defendants' staff to Dr. Gordon Green
14 the executive dean of MUA owned by the corporation R3 Education

15 18. On January 6, 2020 plaintiff was sent an email from defendant Crum's Administrative Assistant
16 Tara Jones stating that the defendant would like to meet with the plaintiff January 7th, 2020 at
17 9am.

18 19. At that January 7th, 2020 meeting Direction of Administration's Lorna Hunkins was present as
19 well as Dean of Students and Professor of Medical Psychology and ethics Dr. Robert Mankoff
20 defendant Crum accused plaintiff of Cyberbullying and lack of good character. Defendant
21 dismissed plaintiff from MUA without proper disciplinary actions.

22 20. Following that meeting on January 7th, 2020 Dean of Students and professor of Medical
23 Psychology met with plaintiff and stated that defendant Crum had acted out of extreme racism.

1 21. Plaintiff was not the only student being interrogative by the defendant on said accusations but
2 was the only student of color and of black/ African American decent to be dismissed from MUA.

3 22. Plaintiff has sustained severe debt and is suffering from stress, anxiety and emotion distress as a
4 result of wrongful dismissal.
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6 **III. Claims for Relief**

7 **A. Breach of Contract**

8 23. Defendant scheduled another Disciplinary meeting after stating that there would not be another
9 meeting

10 24. Defendant dismissed plaintiff without following the proper protocol stated in the University
11 Student Handbook.

12 So.

13 25. Defendants breached the contract as set forth above.

14 26. As a result of Defendants' breach, plaintiff sustained damages in an amount in excess
15 \$15,000.00, which will be proven at trial.

16 **B. Negligence**

17 27. Defendants have a duty to maintain and ensure the rights and protection of all students and to
18 operate justly and professionally.

19 28. Defendants breached their duties as set forth above.

20 29. Defendants' breached directly and proximately caused emotional as well as financial damage to
21 the plaintiff.

22 30. As a result of defendants' negligence Plaintiff's emotional and financial damages are in excess of
23 \$15,000.00, which will be proven at trial.
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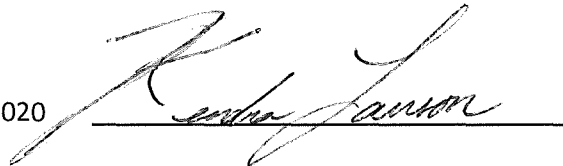
III. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. For Compensatory damages for living, travel expenses and school related expenses, for past, present and future in excess of \$15,000;
2. For compensatory damages for tuition and student loans, for past, present and future in excess of \$15,000;
3. For general damages for past, present and future pain and suffering and other damages in excess of \$15,000;
4. For interest at the statutory rate; and
5. For such other and further relief as this court deems just and equitable.

I declare under penalty of perjury under the law of the state of Texas that the foregoing is true and correct.

Dated this 8th day of December 2020

A handwritten signature in black ink, appearing to read 'Kendra Lawson', is written over a horizontal line.

Kendra Lawson
114 W Avalon Ave
Longview, TX 75602
Telephone: 215-696-5577
Kendral266@gmail.com